

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA  
PHILADELPHIA DIVISION

In re:

FELICIA NEAL

Case No. 20-10649 (JKF)

Chapter 13

**OBJECTION TO CONFIRMATION**

Santander Consumer USA Inc. ("Santander"), a secured creditor of the Debtor, objects to the Debtor's 1<sup>st</sup> Amended Plan for the following reasons:

A. The Debtors cannot cram down Santander's claim on the **2012 Jeep Compass**.

Title to the vehicle is in the name of the Debtor and a non-bankrupt co-debtor, Crystal Neal. Since the Debtor is not the sole owner of the vehicle she would not be able to obtain the title to the vehicle without paying the entire loan balance with contract rate of interest in accordance with the terms of the loan. As a result, the Plan cannot be confirmed as proposed. The Plan should be amended to provide for payment of the net loan balance of \$9,239.40 plus interest at the contract rate of 15.93%.

B. The Plan as proposed also violates §1326(a)(1) since it does not provide for payment to Santander of adequate protection payments. Adequate protection payments should be made to Santander beginning in March of 2020 at \$100.00 per month, being 1.25% of the vehicle value. Payments should be made within 30 days of filing and should continue up to and after confirmation, until regular payments are to be commenced through the Plan to Santander. Adequate protection payments to Santander should be

1 given super priority administrative expense status and in all events must be paid prior  
2 to payment of any counsel fees to Debtors' attorney.

3 C. Santander must retain its lien on the vehicle until such time that the Debtor completes  
4 her chapter 13 Plan *and* receives a discharge.  
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7 /s/ William E. Craig  
8 William E. Craig, attorney for  
9 Santander Consumer USA Inc.

10 Dated: 4/16/20  
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